

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EMOJI COMPANY GmbH,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,
Defendants.

Case No. 22-cv-5581

Judge Charles P. Kocoras

FINAL JUDGMENT ORDER

This action having been commenced by EMOJI COMPANY GmbH against the defendants identified in the attached Amended Schedule A and using the Defendant Domain Names and Online Marketplace Accounts (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified in the Amended Schedule A attached hereto (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included a domain name transfer order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products bearing counterfeit versions of EMOJI trademarks which are protected by U.S. Trademark Registration Nos. 4,868,832, 5,202,078 and 5,415,510 (collectively referred to as the “EMOJI Trademarks”).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that Plaintiff’s Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

- a. using the EMOJI Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine EMOJI Product or is not authorized by Plaintiff to be sold in connection with the EMOJI Trademarks;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine EMOJI Product or any other product produced by Plaintiff, that is not Plaintiff's or is not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the EMOJI Trademarks;
- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing the EMOJI Trademarks and damaging Plaintiff's goodwill;
- e. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the EMOJI Trademarks or any reproductions, counterfeit copies or colorable imitations thereof;
- f. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and

- g. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the EMOJI Trademarks or any reproduction, counterfeit copy or colorable imitation thereof that is not a genuine EMOJI Product or is not authorized by Plaintiff to be sold in connection with the EMOJI Trademarks.
- 2. The domain name registries for the Defendant Domain Names, including, but not limited to, Aliexpress.com (“Aliexpress”), Alibaba Group Holding Ltd. and any related Alibaba entities (collectively, “Alibaba”), Alipay.com Co., Ltd. (“Alipay”), Amazon.com, Inc. (“Amazon”), eBay.com (“eBay”), PayPal.com (“PayPal”), Context Logic, Inc. (“Wish”), VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within five (5) business days of receipt of this Order, shall, at Plaintiff’s choosing:
 - a. permanently transfer the Defendant Domain Names to Plaintiff’s control, including unlocking and changing the registrar of record for the Defendant Domain Names to a registrar of Plaintiff’s selection, and the domain name registrars shall take any steps necessary to transfer the Defendant Domain Names to a registrar of Plaintiff’s selection; or
 - b. cancel the registrations for the Defendant Domain Names and make them inactive.
- 3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as iOffer and Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal, Wish, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the

Defendant Domain Names, and domain name registrars, shall within five (5) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the EMOJI Trademarks, including any accounts associated with the Defaulting Defendants listed in the Amended Schedule A attached hereto;
 - b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the EMOJI Trademarks; and
 - c. take all steps necessary to prevent links to the Defendant Domain Names identified in the Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Domain Names from any search index.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000) for willful use of counterfeit EMOJI Trademarks on products sold through at least the Defendant Internet Stores.
 5. Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish shall, within five (5) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.
 6. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish, are hereby

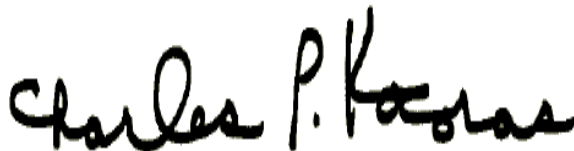
released to Plaintiff as partial payment of the above-identified damages, and Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish are ordered to release to Plaintiff the amounts from Defaulting Defendants' Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish accounts within ten (10) business days of receipt of this Order.

7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish in the event that any new Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish shall within five (5) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites, including, but not limited to, any Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish accounts;
 - b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' Alibaba, Aliexpress, Alipay, Amazon, eBay, PayPal and Wish accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by

Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within five (5) business days:

- a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. In the event that Plaintiff identifies any additional online marketplace accounts, domain names or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 2 to the Declaration of Jose Santiago and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to counsel of record for Plaintiff, Michael A. Hierl of Hughes Socol Piers Resnick & Dym, Ltd. at Three First National Plaza, 70 W. Madison Street, Suite 4000, Chicago, IL 60602.
- This is a Final Judgment.

Dated: March 22, 2023

A handwritten signature in black ink, reading "Charles P. Kocoras". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

The Honorable Charles P. Kocoras
United States District Judge

AMENDED SCHEDULE A

No.	Defendant Name / Alias
1	jilinsiying
2	xiangzai
3	xsklingker
4	Guardian of the Lucky Star
5	HOANGKIET STORE
6	huangshanshihuangshanqusixiongduanzishangwuzhongxi
7	laijian-stors
8	NT.NHATxShop2s2
9	菲欧那
10	bruldoae
11	ceylon pride 2000
12	chathmaka0
14	dreamy_store_rp
16	giftshop430
17	healthfir71
18	iceoutus
19	ivvy_75
22	maldil 8
23	mengunat-0
24	ruvinit
25	san.online
26	sandsanda 13
28	the_jewel_hub00
29	thiper-4303
31	ylss-82
32	yoram-908
33	Ali Petersen
34	ashtoncharles
35	brkdofawy
36	caitianxiong3524
38	ChikaDIV
39	dayange
40	dorizetiqwaon
41	Drawing Teacher
42	fdusigidrgf
43	Fitness proxuct
44	Graylene Mcclanton45
45	IU global life
46	liu huan135454
47	Mason Minh
48	nancystore
49	Onlinecrome
50	VVIPstore
51	Xiao Yang high quality shop

52	xiao99
53	xiaoxia629
54	xiyangyang888
55	xucongjuanshop
56	yanyanbaby
57	yu8g9uyt97tf
58	ZaidiDesigns
59	zhangna2018
60	zhemi
61	zimltdh
62	ADGTRDAD
64	Amleardar Store
65	AntlerMug
66	Ason yy
67	BeiieF
68	BeiJingMengQian
69	Blades Crafts
71	brighthomedepot
72	CCXYXINGYI
74	Checheyuyu
75	chi xiang wen ju dian
76	chibaibh
78	CN good store
80	DENGZHOUSHIYUMIAOBAIHUODIAN
81	DesDirect 2vi
82	Do manh huy
83	DONGAMITSA Store
84	Dreamholic
85	Duc thang
90	Erins-US
91	EYNDYN
92	Eytoma
93	Ezhkin
95	FLYCATDIARY
96	Funnytrip
97	gaomishihaoxiadianzishangmaoyouxianzerengongsi
98	Gaoxinqixinshiqutangshanluxingergecanyindian
100	Gingerl Store
106	Haha7777
107	haikouweiwumaoyi
108	HANAVI
109	hehejianjian
110	Hellcan Synosi
111	HOANG THI UYEN
113	huy rosop
114	Infantion
115	JI SAN SUNGNA2
116	JIN XING YUAN US

117	JKHKJHJKHHFDV
118	Joey Us
120	Junneeydz
121	kiu kiu handmake
122	kunmanfuzhuangfushidian
123	Levatu
126	loloccc
127	Luckystar
128	Ludeng Store
130	mandanbaihuo
131	MEILIZURL
132	Meimei's Wardrobe
133	MEPO
134	MerchantSales
135	MESSNOW-US
136	Migooo Biotechnology Company Limited
137	Minzater Store
138	Mooncake Store
141	ngocdieptranpsk
142	Nhi Vu Boutique
144	Our Forest
145	Peaicl
146	PhongNamStore
148	pingz
149	Planet Commerce
150	putianshilvlinmaoyiyouxiangongsi
151	Qizai
152	Quanzera Store
154	QUYNHANHVIOP
155	Romoy
156	Rory-US
159	ruandoudoumaoyi
160	shanxidangxinruanlianshangmaoyouxiangongsi
161	Silva Alberto Store
162	Sjwk
163	Sofia-US
164	Stephanizy Store
166	TeeBizz
167	Tgmydie
168	Thahdemo Store
169	thanhdattdshopxm
170	thi tho SHOP
171	thuy hang SHOP
172	THUZbaby Store
173	Tinybow
174	TM.DUCTHO.STORE1sss
175	Tran ngoc trong
176	Tran Van Hoang 1

177	Trekledi
178	TRFDGJK
179	Trungs
180	tshwg
182	vantuan.shopmtdhs2
183	VeraTse---US
185	Vincent&Louis
186	Vuxuvuxu Store
187	Wadania
188	WANGJUNJIE02
189	WCdz
190	WEN-BO
191	wenwenqingqing
192	Wetexchi
195	xianyangwanyuanyueruanjian ke jiyouxianzerengongsi
196	xingxingrenren
197	xuan duc SHOP
202	Yopral Golf
204	zhangyapengvs
205	ZHANGYUDEDIAN
207	ZhongQiuXin090
208	宿州市布蓝网络科技有限公司
209	广州代婷商贸有限公司 fd
210	朝恒玩具店
211	Miss Kittys Boutique Store
212	Naughty little toy Store
213	Shop3146052 Store
214	Stress Relief Toy Store
215	Your sweets Store
216	Guangdong Zebra Jewelry Co., Ltd.
217	Hefei ZY Trade Co., Ltd.
218	Shanghai Taixiong Magnetic Industrial Co., Ltd.
219	Shanghai Yizhou International Trade Co., Ltd.
220	Shaoxing Zhenlei Textile Co., Ltd.
221	Yangzhou Step Toys And Gifts Co., Ltd.
222	Yiwu WeDo Commodity Co., Ltd.